

Request for Proposal  
Virginia City Players at the Opera House

RFP Corrections, Questions and Answers

**RFP Corrections**

1. Propane is mentioned in the RFP and the sample Agreement. There is no propane used in any of the buildings associated with this RFP or agreement.
2. The Cremona Photoplayer is incorrectly referred to in the RFP as a "1910 Cremona Photoplayer." The Cremona was manufactured in 1914.

**Questions & Answers** - Some of the Questions below are a result of the mandatory Opera House site tour held on November 19, 2008. Others were received by e-mail or phone call.

Q1: Are all of the requirements specified in the RFP set in stone?

A: The RFP is a starting point for negotiation. Your proposal is your opportunity to forward your best ideas and offer for managing the Opera House.

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Q2: Could you please speak to the RFP requirement (p. 10, Scope of Project) to hire a qualified musician familiar with the Cremona Photoplayer? Would Dave Calendine be the Concessionaire's employee or a private contractor?

A: The Commission is responsible for the proper care and handling of artifact collections such as the Cremona. Since the previous concessionaire had obtained a commitment from a person for the 2009 season, whom is qualified to repair and play the Cremona, we are offering this information to potential applicants.

It is the Concessionaire's choice whether workers are treated as employees or contracted, and these details (salary, hours, etc.) must be worked out directly with each worker. All repairs on the Cremona will be performed only by a Commission approved contractor.

Applicants also have the option of proposing a different person to play the Cremona, however, the Commission has sole responsibility and selection of who is qualified to repair the Cremona. Dave Calendine has the qualifications to play and repair the Cremona, so he may still be the best choice. If Dave is not hired to play the Cremona, there is a good chance he couldn't justify coming to Virginia City just for the repair work. There are 2-3 people in the nation qualified to do repair work and they are rarely available on short notice.

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Q3: Could you please clarify the section of the sample Agreement referring to Ownership and Publication of Materials (Appendix A. p. 21).

A: The purpose of this section is so the Commission has the right to use materials produced by the Concessionaire in promotional and advertising pieces. Applicant proposals have the

opportunity to suggest amended language for this section. Concessionaire also has the opportunity to exclude certain original materials in contract language or request Addendums for original materials produced in subsequent years.

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Q4: How much is the Commission's advertising budget, and is the Commission willing to promote the Opera House as part of that budget?

A: The Commission is open to entering into some cooperative advertising. Our total advertising budget is modest (about \$17,000 for FY 2009), and is used to promote all of VC/NC as a destination. We are working with G & G Advertising who has put together a media plan which includes ads in Montana Quarterly, Montana Standard 101 Things to Do, Butte Folk Festival insert, Lively Times, True West magazine, West Yellowstone Vacation Planner, Yellowstone Journal, History Magazine, BoZone. Print ads are typically very simple with a short bulleted list of Virginia City highlights—2 live theaters, ghost walk tours, pan for gold, railroad, more... In addition, the Commission has done newspaper, radio ads and other printed materials advertising Virginia and Nevada Cities.

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Q5: Is the Commission willing to help with promoting the 60<sup>th</sup> Anniversary of the Opera House in 2009?

A: Yes. The Commission has plans to build other events and activities surrounding the Opera House's 60<sup>th</sup> year. We are very willing to partner in joint advertising, and special fundraising efforts to take advantage of this special anniversary.

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Q6: Why aren't the Player's Cabins included as part of the RFP and contract as in past years?

A: The Commission is looking at any and all options to develop new seasonal housing. The Commission believes there is possible potential to house more people in the Rehearsal Hall space, thus freeing up some of the cabins for other seasonal employees in the towns.

Again, the Applicant can use their proposal to present options and creative alternatives for housing needs.

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Q7: Are the hours of operation (Appendix A, p. 19) set in stone, e.g., Memorial Day opening?

A: The Applicant has the opportunity to address this section in the RFP. If there is a well-justified reason why a different date or schedule makes sense, room for negotiation exists.

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Q8: Can you provide us with a revenue history or ticket sales numbers for past years?

A: Gross Opera House revenues for the past 11 seasons are shown below:

1998	101,898
1999	138,061
2000	124,862
2001	139,657
2002	143,679
2003	141,826
2004	113,045
2005	104,000
2006	103,000
2007	98,000
2008	101,939

\* Estimate

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Note: the most recent Concessionaire told us that ticket numbers have increased over the four years they managed the business but gross revenues held even or declined because of increased sales in less expensive tickets (children's tickets, matinees, bus tour discounts).

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Q9: Can you please speak to references in the RFP (p. 11, 13) that “the Opera House is for family entertainment—sexual content and off-color language shall be avoided?” Isn't this state censorship?

A: The Commission would like for the Opera House to remain a family activity. The Brewery Follies currently provides adult entertainment for the town. In an effort to provide a diversity of activities for all types of visitors, the Commission asks that content remains tasteful and rated G or at most PG-13 so the theater is welcoming for everyone.

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Q10: There is mention in the RFP (p. 10) about domain names: [www.virginiacityplayers.com](http://www.virginiacityplayers.com) and [www.vcplayers.com](http://www.vcplayers.com). Can you clarify what the transfer of these means in terms of cost and negotiation?

A: The previous Concessionaire currently has these two domain names registered. They have told us they would be willing to relinquish the domains names which would require a transfer fee (est. \$25-\$50), plus arrangements by the new Concessionaire to find a website host for these domains. Website hosting costs vary—Applicants should research the best deal and include that cost in the income/expense projections. It is possible that the Commission may pay these transfer fees and carry these domain names as part of the Opera House Facility in the future.

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Q11: What is the reason for the Dec. 1<sup>st</sup> deadline ( p. 11) for Concessionaire to submit a list of the next year's plays? Is this so the Commission can censor plays they don't approve of?

November 28, 2008

A: No. This date was set so the Commission, Virginia City Chamber, Travel Montana, and Gold West Country can include the Opera House play opening dates in their annual calendars and advertising. Many seasonal publications go to print in the fall and early winter. Having the play names included is another selling point for the theater.

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Q12: Section 5 (p. 11) of the RFP says that “failure to respond to any requirements listed in this Section may disqualify the proposal.” How closely will this statement be followed?

A: The RFP is offered using State of Montana standard boilerplate language. Some response is requested of each section, even it is one word—“Agree” or “Disagree.”

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Q13: On p. 16 of the sample Agreement there is stated that candles, kerosene lanterns, etc. are prohibited. Is this negotiable?

A: This language is standard in all Virginia City/Nevada City contracts because of the high fire danger of the wooden, historic buildings. This language is up for negotiation with Concessionaire and has been exempted in the past if Concessionaire demonstrates efforts to utilize safe fire receptacles.

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Q14: Can you clarify the section on insurance (Appendix A, p. 23), and give us an idea what the annual cost will be for insurance?

A: The Concessionaire is required to secure primary liability insurance against claims for injuries to persons or damages to property, and for obligations under the contract with Commission. Concessionaire must also purchase commercial general liability insurance with \$1 million per occurrence and \$2 million aggregate coverage, naming the Commission as additional insured. Any personal property must also be insured under a renter’s property policy.

The State of Montana insurance covers all risk of direct physical loss for buildings, grounds and artifacts, including, but not limited to fire, explosion, windstorm, hail, riot, vandalism and malicious mischief, earthquake, and flood. The State also carries professional liability insurance for the buildings and grounds associated with damages caused by the direct negligence of the State.

We do not have access to income/expenses costs from prior concessionaires. Applicants are required to shop for the best insurance price. Here are a few area insurance companies that have been utilized by other VC/NC concessionaires:

Daryl Hansen Agency Inc, 112 South B St., Livingston	222-7151
Dillon/Ennis – CL, 530 North Montana, Dillon	683-5102
Montana International Ins., Payne Financial Group, PO Box 6127, Helena	442-5360
Novich Insurance Agency, PO Box 394, Twin Bridges	684-5701

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